

EXHIBIT N

PART 4

VOTING AGREEMENT dated September 2, 2002 between and among TELEFON
TELE COMMUNICATIONS AS, a company organized under the laws of Norway
("Telenor Mobile"), and STORM LLC, a limited liability company organized under the laws
of the U.S.A. ("Storm") and, together with Telenor Mobile and such other holders of shares of
the Company ("Shareholders" (as hereinafter defined) as shall be party hereto from time to time,
individually, the "Shareholder" and each, individually, a "Shareholder").

WITNESSETH

WHEREAS, Telenor Mobile and Storm are party to the Shareholders Agreement
dated March 26, 1998 (the "Shareholders Agreement") between and among Telenor Mobile,
Omega LLC, Sputnik IV, L.P., Sputnik V Holdings Limited and Closed Joint Stock
Company "Kyivstar G.S.M.", a closed joint stock company organized under the laws of
Ukraine (the "Company").

WHEREAS, Telenor Mobile and Storm have entered into the Share Purchase
Agreement dated the date hereof (the "Share Purchase Agreement") pursuant to which
they have agreed to purchase 536,557 shares of Common Stock (as hereinafter defined) of
the Company, representing approximately 7.7% of the issued and outstanding share capital of
the Company (the "Storm Transaction").

WHEREAS, after the consummation of the Storm Transaction, Storm and Telenor
Mobile will be the owners, beneficially and of record, of the issued and outstanding shares of
Common Stock (as hereinafter defined) described in Schedule I hereto opposite their
respective names.

WHEREAS, due to Omega LLC remaining a shareholder of the Company and
not giving its consent to the termination or amendment of the Shareholders Agreement, the
Shareholders are unable to terminate or amend the Shareholders Agreement; and

WHEREAS, in view of the foregoing, the Shareholders believe it is in the best
interests of the Company that further provision be made for the voting and disposition of their
shares of Common Stock under the terms of the Shareholders Agreement in a manner which
will provide for the continuity and stability of the business and management of the Company;

NOW, THEREFORE, to implement the foregoing and in consideration of the mutual
agreements, conditions and covenants contained herein and for other good and valuable
consideration, the receipt and sufficiency of which are hereby acknowledged, the parties
hereby agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

Definitions

In this Agreement, the following terms shall have the following meanings:

"**Actions or Proceedings**" shall mean any action, suit, proceeding or arbitration commenced,
conducted or heard by or before any Governmental or Regulatory Authority;

"**Controlled Shareholder**" shall have the meaning specified in Section 2(1)(a)(iv);

"**Chair**" shall mean, with respect to any Person, any other Person which directly or

directly controls, or is under common control with, or is controlled by, such Person; and, if such Person is an individual, any relative or spouse of such Person, or any lineal or spouse of such Person, any one of whom has the same home as such Person, also including any trust or estate for which any such Person or Persons specified herein directly or indirectly, serves as a trustee, executor or in a similar capacity (including, without limitation, any protector or settlor of a trust) or in which any such Person or Persons specified is directly or indirectly, has a substantial beneficial interest, and any Person who is controlled by any such trust or estate. As used in this definition, "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean, with respect to any Person, the possession, directly or indirectly, of power to direct or cause direction of management or policies (whether through ownership of securities or membership or other ownership interests, by contract or otherwise) of a Person.

reement" shall mean this Voting Agreement and the Schedules and Exhibits hereto.

s" shall mean Alfa Telecom Limited, a company organized under the laws of the British Virgin Islands.

proved Bankers" shall mean the investment banks specified in Schedule 3.

cts and Properties" shall mean, with respect to any Person, all assets and properties of every kind, nature, character and description (whether real, personal or mixed, whether movable or intangible, whether absolute, accrued, contingent, fixed or otherwise and wherever situated), including the goodwill related thereto, used, operated, owned or leased by such Person, including, without limitation, cash, cash equivalents, investments, accounts and notes receivable, charter paper, documents, instruments, general intangibles, real estate, equipment, inventory, goods and Intellectual Property.

urd" shall mean the Board of Directors of the Company.

iness" shall mean the wireless mobile telecommunications business.

unless Day" shall mean a day other than a Saturday, a Sunday or any day on which banks are closed in Oslo, Norway, London, England, Kiev, Ukraine or New York, New York are authorized or obliged to close.

arter" shall mean the most recent version of the charter of the Company, as approved by the GMS on March 26, 1998, with the amendments thereto registered on May 11, 1998, on January 8, 1998, February 9, 1999, April 20, 1999, March 22, 2000, June 9, 2000, June 20, 2000, August 24, 2001 and December 20, 2001, and as it may be further amended or amended and restated from time to time.

mon Stock" shall mean the common stock of the Company, par value fifty (50) cents per share, as established in Article 6.1 of the Charter.

ompany" shall have the meaning specified in the first recital hereto.

unaudited Subsidiary" shall mean, at any time, a consolidated subsidiary of a Person, as reflected in such Person's financial statements for the prior fiscal year audited in accordance with GAAP.

"**Contract**" shall mean any agreement, letter of intent, lease, license, evidence of Debt, notes, mortgage, indenture, security agreement or other contract or understanding (by written or oral), in each case, to the extent legally binding.

"**Trolling Affiliate**" shall mean, with respect to any Person, any Affiliate of such Person in which such Person owns or controls, directly or indirectly, more than fifty percent (50%) of securities having ordinary voting power for the election of directors or other governing thereof or more than fifty percent (50%) of the partnership or other ownership interests in (other than as a limited partner).

"**Trolling Interest**" shall mean the ownership or control, direct or indirect, of more than percent (50%) of the securities having ordinary voting power for the election of directors or other governing body of a Person or more than fifty percent (50%) of the partnership or ownership interest therein (other than as a limited partner of such Person).

"**Trolling Person**" shall mean, with respect to any Person, any other Person which owns controls, directly or indirectly, more than fifty percent (50%) of the securities having ordinary voting power for the election of directors or other governing body of such first in or more than fifty percent (50%) of the partnership or other ownership interests in (other than as a limited partner of such first Person).

"**Obligations**" shall mean, with respect to any Person, any obligations of such Person (a) borrowed money; (b) evidenced by notes, bonds, debentures or similar instruments; (c) the deferred purchase price of goods or services (other than trade payables or accruals made in the ordinary course of business); (d) arising out of any credit facility or financial accommodation; (e) in respect of any liabilities and obligations of third parties (referred to in definition or otherwise) to the extent that they are guaranteed by such Person or such Person has otherwise assumed or become liable for the payment of such liabilities or obligations or to the extent that they are secured by any Lien upon property owned by such Person, whether or not such Person has assumed or become liable for the payment of such liabilities or obligations; (f) arising under any lease that would be capitalized on the balance sheet of such Person in accordance with GAAP that is otherwise in substance a financing lease; (g) arising in respect of any security, any acceptance or documentary credit or any receivables sold or discounted other than on a non-recourse basis; (h) for trade payables made in the ordinary course of business; (i) arising in connection with damages, fines, penalties, compensatory damages and other charges of similar kind or nature that may be imposed, charged or appraised against such Person under any loan agreement, sale-purchase agreement, delivery of goods (works, services) agreement, lease agreement or any other agreement of commercial nature; (j) arising in connection with any other transaction that, in accordance with GAAP, results in such obligation being treated as "indebtedness"; (k) any monetary obligation of a Person to pay an amount of money in excess of US\$1,000,000 to a counter-party either under an agreement or on another basis, including without limitation the basis of a normative act of a state body (including without limitation payments to state bodies such as taxes, fees or fines) or a judicial decree or Order; and (l) any other obligations and liabilities of a Person (whether absolute, accrued, contingent, fixed or otherwise, and other than or to become due).

"**Other Transaction**" means any transaction by which a Standstill Party directly or indirectly increases, creates or extends any credit to any Protected Party (other than a Shareholder Loan) or otherwise becomes an obligee or holds or is a beneficiary of any Debt Obligation of any Protected Party (other than a Shareholder Loan).

"Transaction Offer Notice" shall have the meaning specified in Section 5.01(b)(i).

"Chair" shall mean a member of the Board.

"Effective Date" shall mean the date on which the Closing under (and as defined in) the Purchase Agreement has occurred.

"Endorsement" shall mean an endorsement to this Agreement, in the form of Exhibit A.

"Equity Interest" in a Person shall mean any share of capital stock of such Person.

"Ericsson" shall mean Ericsson AB.

"Ericsson Debt" shall mean the Debt Obligations of the Company arising from time to time (a) the commodity credit facility agreements dated March 27, 1997, March 27, 1998 and April 19, 2000, as amended and as consolidated into a single multi-tranche commodity credit facility agreement, as amended and restated under a deed of amendment and restatement dated December 18, 2001 between the Company, Ericsson Credit AB and Ericsson, (b) the commodity credit facility agreement dated April 19, 2001 between the Company, Ericsson Credit AB and Ericsson, as amended and restated by the deed of amendment and restatement dated November 8, 2001, (c) the commodity credit facility agreement dated December 18, 2001 between the Company, Ericsson Credit AB and Ericsson and (d) any other agreement entered into by the Company, Ericsson Credit AB and Ericsson from time to time.

"Exercize Notice" shall have the meaning specified in Section 5.1 of the Shareholders Agreement.

"Exercise Period" shall have the meaning specified in Section 5.1 of the Shareholders Agreement.

"Exchange Act" shall mean the United States Securities Exchange Act of 1934, as amended, the rules and regulations of the SEC promulgated thereunder.

"Funding Agreements" shall mean the Project Funds, Share Retention and Subordination Agreement dated June 14, 2000 between and among the Company, Storm, Telenor Mobile, Sputnik and Ericsson Credit AB, as assignee of the European Bank for Reconstruction and Development, and the Share Pledge Agreement dated June 27, 2000 between and among the Company, Storm, Telenor Mobile, Sputnik and Ericsson Credit AB, as assignee of the European Bank for Reconstruction and Development.

"GAAP" shall have the meaning specified in Section 3.01(c).

"IASP" shall mean generally accepted accounting principles in the United States, as in effect from time to time.

"GMIS" shall mean any general meeting of the shareholders of the Company, as defined in Article 8.1 of the Charter.

"Judicial or Regulatory Authority" shall mean any court, tribunal, arbitrator, legislature, government, ministry, committee, inspectorate, authority, agency, commission, ombudsman, district attorney, official or other competent authority of Ukraine or any other country or any state, as well as any county, city or other political subdivision of any of the countries.

"**Government Official**" shall mean any Person holding office with any Governmental or Regulatory Authority (or any member of such Person's immediate family) or any Person owned by, or performing services for, any entity under the administrative control of, or by, any Governmental or Regulatory Authority even if such entity conducts no actual activities.

"**hryvnia**" shall mean the legal currency of Ukraine.

"**Intellectual Property**" shall mean patents and patent rights, licenses, inventions, copyrights, copyright rights, know-how (including trade secrets and other unpatented and/or tradeable proprietary or confidential information, systems or procedures), trademarks and service marks and service mark rights, trade names and trade name rights, brand names and service name rights, brand names, processes, formulae, trade dress, and product names, logos, slogans, industrial models, processes, designs, dologies, software programs (including all source codes) and related documentation, all information, manufacturing, engineering and technical drawings, and all pending applications for and registrations of patents, trademarks, service marks and copyrights.

"**IPO**" shall mean the initial underwritten public offering of the Common Stock which results in the listing of the Common Stock (or Securities evidencing beneficial ownership interests in Common Stock) on a national or international stock exchange or securities trading system.

"**Permits**" shall mean all licenses, permits, certificates of authority, authorizations, variances, registrations, franchises and similar consents granted or issued by any Governmental or Regulatory Authority.

"**Encumbrance**" shall mean any mortgage, pledge, assessment, security interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, or any conditional sale Contract, title loan Contract or other Contract to grant any of the foregoing.

"**Management**" shall mean the executive body of the Company, having such authority as is set forth in the Charter.

"**Securities**" shall have the meaning specified in Section 2.04(c)(i).

"**Shareholders Agreement**" shall mean the shareholders agreement in the form of Exhibit B.

"**Storni Credited Shares**" shall have the meaning specified in the Shareholders Agreement.

"**Telenor**" shall mean Omega LLC, a limited liability company organized under the laws of Ukraine.

"**Transaction**" shall have the meaning specified in Section 2.05.

"**Option Agreement**" shall mean the Option Agreement in the form of Exhibit F to the Shareholders Agreement, to be entered into by Telenor Mobile and Storni.

"**Order**" shall mean any writ, judgment, decree, injunction, indictment, complaint or similar process of any Governmental or Regulatory Authority (in each case, whether preliminary or final).

Common Voting Securities" shall mean collectively (a) shares of Common Stock held by the Company or its Affiliates or Continguous, (b) stock held by the Company at any time, and (c) all the time, specified in the context in which such term is used, issued and outstanding, and (d) the nature, type, or the time specified in the context in which such term is used, and outstanding and exercisable held, or exercisable or convertible for, any and all options, Stock or derivative instruments.

Controlled Transferee" shall mean, with respect to any Shareholder, any "Affiliate" of such holder, as such term is defined in the Shareholders Agreement.

Entity" shall mean any natural person, corporation, general partnership, simple partnership, L.P., partnership, limited liability partnership, limited liability company, proprietorship, business organization, trust, state, association or Governmental or Regulatory body, whether incorporated or unincorporated.

Agreement" shall mean the Pledge Agreement in the form of Exhibit C to the Shareholders Agreement, to be entered into by Telenor Mobile and Statoil.

Officer" shall mean the chairman of the Management, whether the title of such officer is "Chairman", "General Director" or otherwise, having the authority described in the Charter provided by applicable Ukrainian law.

Notice" shall have the meaning specified in Section 5.01(b)(i).

Opposed Transfer Notice" shall have the meaning specified in the Shareholders Agreement.

Opposed Transferee" shall have the meaning specified in the Shareholders Agreement.

Selected Party" shall mean the Company or any of its Controlled Affiliates.

Registration Rights Agreement" shall mean a Registration Rights Agreement to be entered into and among the Shareholders and the Company.

Required Sale Right" shall have the meaning specified in Section 4.03.

Review Obligation" shall have the meaning specified in Section 5.01(b)(i).

SAC" shall mean the Securities and Exchange Commission of the United States of America, its successors thereto.

Security" shall mean share of Common Stock or other capital stock of the Company, other or not authorized, or any option, right, subscription, warrant, phantom stock right or restricted right to receive shares of Common Stock or such other capital stock, or any debt notes, debentures or other securities of any kind whatsoever, that are or may become, convertible, redeemable or exchangeable or exercisable for, shares of Common Stock.

Securities Act" shall mean the United States Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

Share Purchase Agreement" shall have the meaning specified in the second recital hereto.

Retention and Subordination Deed" shall mean the Share Retention and Subordination Deed entered into on July 9, 2002 by and among the Company, Storm, Telenor Russia Credit AB and Unicredit.

Soldier Loan" shall mean a loan made to the Company or any of its Consolidated Subsidiaries by Telenor Mobile or any of its Affiliates, or the acquisition of any Debt of the Company or any of its Consolidated Subsidiaries by Telenor Mobile or any Affiliates.

Holder" and "Shareholders" shall have the meaning specified in the preamble hereto.

Shareholders Agreement" shall have the meaning specified in the first recital hereto.

it" shall mean, collectively, Sputnik IV, I.P. and Sputnik V Holdings Limited.

Joint Parties" shall mean, with respect to a Shareholder, such Shareholder, its Affiliates, its Controlled Affiliates, any Controlled Affiliate of any Controlling Affiliate of such Shareholder and any Person acting on behalf of any of the foregoing, in each case pursuant to a Contract.

it" shall have the meaning specified in the preamble hereto.

Participants Agreement" shall mean the agreement dated June 26, 2002 between Unicredit Alfa and the other participants in Storm, as amended from time to time.

Transaction" shall have the meaning specified in the second recital hereto.

Telenor Mobile" shall have the meaning specified in the preamble hereto.

Transfer" shall mean any direct or indirect sale, exchange, transfer (including, without limitation, any transfer by gift or operation of law, or any transfer of an economic interest in derivative security of any Security), assignment, distribution or other disposition, or issue or creation of any option or any voting proxy, voting trust or other voting agreement with respect to any Person or instrument (including, without limitation, any of the Securities), even if in a single transaction or a series of related transactions, including, without limitation, the direct or indirect enforcement or foreclosure of any Lien, provided, that nationalization, expropriation, confiscation, bankruptcy (other than any bankruptcy initiated by a petition of any Shareholder, or any Affiliate of such Shareholder), arrest or any similar action or Proceeding initiated by any Governmental or Regulatory Authority in respect of a Person or instrument shall not constitute a Transfer.

Transferring Shareholder" shall have the meaning specified in the Shareholders Agreement.

Any Securities" shall mean, collectively, shares of Common Stock, shares of preferred Stock and any other Securities that ordinarily, and in the absence of contingencies, entitle holders to vote in any GMS and that are, at the time specified in the context in which it is used, issued and outstanding.

"Retention and Subordination Deed" shall mean the Share Retention and Subordination Deed entered into on July 9, 2002 by and among the Company, Storm, Telmex, Sputnik Credit ABS and Ericsson.

"**Debt Holder Loan**" shall mean a loan made to the Company or any of its Consolidated Subsidiaries by Telmex Mobile or any of its Affiliates, or the acquisition of any Debt of the Company or any of its Consolidated Subsidiaries by Telmex Mobile or any Affiliate.

"**Shareholder**" and "**Shareholders**" shall have the meaning specified in the preamble hereto.
"**Shareholders Agreement**" shall have the meaning specified in the first recital hereto.

"**Sputnik**" shall mean, collectively, Sputnik IV, L.P. and Sputnik V Holdings Limited.

"**Controlling Parties**" shall mean, with respect to a Shareholder, such Shareholder, its Controlling Person, its Controlled Affiliates, any Controlled Affiliate of any Controlling Person of such Shareholder and any Person acting on behalf of any of the foregoing, in each case in accordance to a Contract.

"**Contract**" shall have the meaning specified in the preamble hereto.

"**Joint Participants Agreement**" shall mean the agreement dated June 26, 2002 between Alfa and the other participants in Storm, as amended from time to time.

"**Joint Transaction**" shall have the meaning specified in the second recital hereto.

"**Telmex Mobile**" shall have the meaning specified in the preamble hereto.

"**Transfer**" shall mean any direct or indirect sale, exchange, transfer (including, without limitation, any transfer by gift or operation of law, or any transfer of an economic interest in derivative security of any Security), assignment, distribution or other disposition, or the creation or creation of any option or any voting proxy, voting trust or other voting agreement with respect to any Person or instrument (including, without limitation, any of the Securities), even if in a single transaction or a series of related transactions, including, without limitation, the direct or indirect enforcement or foreclosure of any Lien, provided, that nationalization, expropriation, confiscation, bankruptcy (other than any bankruptcy initiated by a petition of any Shareholder, or any Affiliate of such Shareholder), arrest or any similar form of Proceeding initiated by any Governmental or Regulatory Authority in respect of a Person or instrument shall not constitute a Transfer.

"**Controlling Shareholder**" shall have the meaning specified in the Shareholders Agreement.

"**CITRAL Rules**" shall have the meaning specified in Section 9.01(a).

"**Outstanding Securities**" shall mean, collectively, shares of Common Stock, shares of preferred stock and any other Securities that ordinarily, and in the absence of contingencies, entitle a holder to vote in any GMS and that are, at the time specified in the context in which it is used, issued and outstanding.

Definitions

For the purposes of this Agreement, unless otherwise provided, the following shall have the following meanings:

(a) "the singular" shall mean the plural and the plural shall include the singular;

(b) "words of any gender" shall include the other genders;

(c) the words "herein", "hereto", "thereby", "hereof" and similar words refer to this entire Agreement and not to any particular Section or any other subdivision of this Agreement;

(d) a reference to any "Article", "Section", "Schedule" or "Exhibit" is a reference to a specific Article or Section or Schedule or Exhibit to this Agreement;

(e) a reference to any law, statute, regulation, notification or statutory provision shall include any amendment, modification or re-enactment thereof, any regulations promulgated thereunder from time to time, and any interpretations thereof from time to time by any regulatory or administrative authority;

(f) a reference to any agreement, instrument, contract or other document shall include any amendment, supplement and restatement, supplement or other modification thereto;

(g) a reference to any Person shall include such Person's successors and permitted assigns under any agreement, instrument, contract or other documents;

(h) a reference to any dollar amount shall include its equivalent in another currency; and

(i) as used herein, "Beneficial owner" (and the plural thereof) shall have the same meaning as in Rule 13d-3 under the Exchange Act (17 C.F.R. § 240.13d-3).

ARTICLE II MANAGEMENT OF THE COMPANY

Board of Directors

(a) Compensation; Election

(i) Notwithstanding Section 2.2 of the Shareholders Agreement, subject to Section 2.01(h)(ii), (iii) and (iv),

(A) Telence Mobile shall be entitled to designate and nominate four (4) candidates for election to the Board; and

(B) Storm shall be entitled to designate and nominate two (2) candidates for election to the Board (of which one (1) shall be designated by Allz pursuant to the terms of the Storm Partnership Agreement);

and the Shareholders agree to take all action necessary from time to time (including, without limitation, the voting of their respective Voting Securities, the execution of written consents, the calling of special meetings of the GMS